Rev. 02/25/2015

Basic Gov (Sales Force) # 10-373

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel-Map/Plot-Plan-No.) *

THIS SE	CURITY	AGREEMENT	is made	by	and between	CITY	OF	BEAUMONT
("CITY") and	Parde	e Homes	,	a	California			company
("DEVELOPER"	').							
RECITALS								

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan# _ * __, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and Sundance North Tract 31470-3,-4,-5 & -6 Major Street Improvements
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

- 1. <u>Provision of Improvements.</u> DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.
- 2. <u>Inspection by the CITY.</u> The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

- 3. <u>Compliance with Plans and Specifications.</u> The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit** "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit** "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- General Liability and Worker's Compensation Insurance. The DEVELOPER 6. shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

- 7. <u>Comprehensive Commercial General and Automobile Liability Insurance</u>. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. <u>Indemnification.</u> Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
 - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.
 - b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. <u>Security for One-Year Warranty Period</u>. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 12. <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. <u>Authority to Execute.</u> The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.
- 14. <u>No Assignment.</u> The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.
- 15. <u>Attorneys' Fees.</u> In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. <u>Execution in Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the etruthfulness, accuracy, or validity of that document.
State of California) County of Riverside)	
	E. Chavez Perez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Jeff Chambers
регоопану арреатей	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/sisked edged to me that he/she/khie/y executed the same in shaw/khie/s signature(s) on the instrument the person(s), red, executed the instrument.
I	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA	NITNESS my hand and official seal.
COMMISSION # 2107702 P	Signature
3	Signature of Notary Public
Place Notary Seal Above	TIONAL ————
Though this section is optional, completing this	information can deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	North and Daniel
	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	Signer's Name:
Signer's Name:	☐ Corporate Officer — Title(s):
□ Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator
	Other:
☐ Other:Signer Is Representing:	Signer Is Representing:

Basic Gov (Sales Force) # 16-373

Bond No. 929644887 Premium: \$5,571.00

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumon Pardee Homes (hereinafter designate	t, State of California, anded as "Principal") have entered into
Agreement To Provide Security For Improvements For Tract	
dated March 24 , 2011, whereby Principal agrees to insta	all and complete certain designated
public improvements itemized and described on Tract Map, Parce which is hereby incorporated herein and made a part hereof; and	el Map or Plot Plan No. Sundance North Tract 31470-3, 31470-4 31470-5 & 31470-6 Major Street Improvements
WHEREAS, Principal is required under the terms of the s	said agreement to furnish a bond for the
faithful performance of said agreement.	
•	
NOW, THEREFORE, we, the Principal and The Cor	ntinental Insurance Company
as Surety, are held and firmly bound unto the City of Beaumont sum of One Million Three Hundred Ninety Two Thousand Seven * dollars	(hereinafter called "City"), in the penal
United States, for the payment of which sum well and truly to	be made, we bind ourselves, our heirs,
successors, executors and administrators, jointly and severally, firm	nly by these presents.
	y Two and 80/100
The condition of this obligation is such that if the administrators, successors or assigns, shall in all things stand to an	Principal, his or its heirs, executors,
perform the covenants, conditions and provisions in the said agree	ment and any alteration thereof made as
therein provided, on his or their part to be kept and performed	at the time and in the manner therein
specified, and in all respects according to their true intent and r	meaning, and shall indemnify and save
harmless the City, its officers, agents and employees as therei	
become null and void; otherwise it shall be and remain in full force	e and effect.
As part of the obligation secured hereby and in addition there shall be included costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligation, all judgment therein rendered.	, including reasonable attorney's fees,
The Court hands stimulated and course that no change	averagion of time alteration or addition
The Surety hereby stipulates and agrees that no change, of the terms of the agreement or to the work to be performed to the state of the strength of the stren	
accompanying the same shall in any way affect its obligations of	on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition	n to the terms of the agreement or to the
work or to the specifications.	
IN WITNESS WHEREOF, this instrument has been duly above named, onMarch 22, 20_17	y executed by the Principal and Surety
PRINCIPAL: SURETY	7 :
Pardee Homes The contin	nental Insurance Company
By Jeff Unambers	260
Title VP Community Davelopment Title	Janina Monroe, Attorney-In-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

2015 Version www.NotaryClasses.com 800-873-9865

State of California	}
County of Orange	. }
On before me, _	Brianne Davis, Notary Public
personally appeared	Janina Monroe
who proved to me on the basis of satisf name(s) is/axx subscribed to the within kg/she/they executed the same in kis/h	factory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(iss); and that by lent the person(s), or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	rect.
WITNESS my hand and official seal.	BRIANNE DAVIS Commission No. 2017152 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY
	My Comm. Expires APRIL 1, 2017 potary Public Seal)
•	
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgents from
Performance Bond	other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	 State and County information must be the State and County where the documen signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
(Title or description of attached document continued)	must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
Number of Pages Document Date	commission followed by a comma and then your title (notary public). • Print the name(s) of document signer(s) who personally appear at the time of
	notarization.
CAPACITY CLAIMED BY THE SIGNER Individual (s)	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this
☐ Corporate Officer	information may lead to rejection of document recording. • The notary seal impression must be clear and photographically reproducible
(Title)	Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s)	 Signature of the notary public must match the signature on file with the office of the county clerk.
	Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.
	Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom Mc Call, Paul Boucher, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of December, 2016.



The Continental Insurance Company

ul T. Bruflat

State of South Dakota, County of Minnehaha, ss:

On this 5th day of December, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

I Mohr

Notary Public

Vice President

CERTIFICATE



The Continental Insurance Company

D. Bult

Assistant Secretary

Form F6850-4/2012

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	re verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California) County of Riverside)	T OL D Notes Bulling
	E. Chavez Perez, Notary Public ,
Date	Here Insert Name and Title of the Officer Jeff Chambers
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/ass edged to me that he/she/thusy executed the same in s/HXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph s true and correct.
NOTARY PUBLIC - CALIFORNIA COMMISSION # 2107702	WITNESS my hand and official seal.
Place Notary Seal Above	Signature of Notary Public
fraudulent reattachment of this	information can deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document: Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General
□ Partner — □ Limited □ General□ Individual □ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	☐ Other: Signer Is Representing:
Signer Is Representing:	Signer is nepresenting:

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereafter designated as "the Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated March 24, 2011, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Sundance North Tract 31470-3 31470-4, 31470-5 & 31470-6 Major Street Improvements
WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.
NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of One Million Three Hundred Ninety Two* dollars (\$_1,392,732.80_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Thousand Seven Hundred Thirty Two and 80/100 It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all
persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on, 20 17
PRINCIPAL: SURETY:
Pardee Homes The Continental Insurance Company
By July By By By By Jeff Chambers
Title VP Community Development Title Janina Monroe, Attorney-In-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

2015 Version www.NotaryClasses.com 800-873-9865

State of California	}
County of Orange	}
MAR 2 2 2017	•
Onbefore me, _	Brianne Davis, Notary Public
personally appeared	Janina Monroe
who proved to me on the basis of satisf name(s) is/axx subscribed to the within kg/she/they executed the same in kis/h	ractory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies); and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	BRIANNE DAVIS Commission No. 2017152 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Comm. Expires APRIL 1, 2017
Notary Public Signature (No	otary Public Seal)
	WOTEN CONTROL FOR COLD PERSON FOR COLD
ADDITIONAL OPTIONAL INFORMATION	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and
Parhaust Sond	if necded, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	 State and County information must be the State and County where the documen signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which
Number of Pages Document Date 3/02/17	must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or he commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
	notarization.
CAPACITY CLAIMED BY THE SIGNER Individual (s)	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate thi
☐ Corporate Officer	 information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible impression must not cover text or lines. If seal impression smudges, re-seal if
(Title) □ Partner(s)	sufficient area permits, otherwise complete a different acknowledgment form. • Signature of the notary public must match the signature on file with the office o
✓ Attorney-in-Fact	the county clerk. Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.
Other	 Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

• Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom Mc Call, Paul Boucher, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of December, 2016.

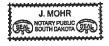


The Continental Insurance Company

Paul T. Bruflat

State of South Dakota, County of Minnehaha, ss:

On this 5th day of December, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

I Mohr

Notary Public

Vice President

CERTIFICATE



The Continental Insurance Company

D. Bult

Assistant Secretary

Form F6850-4/2012

CIVIL CODE § 1189

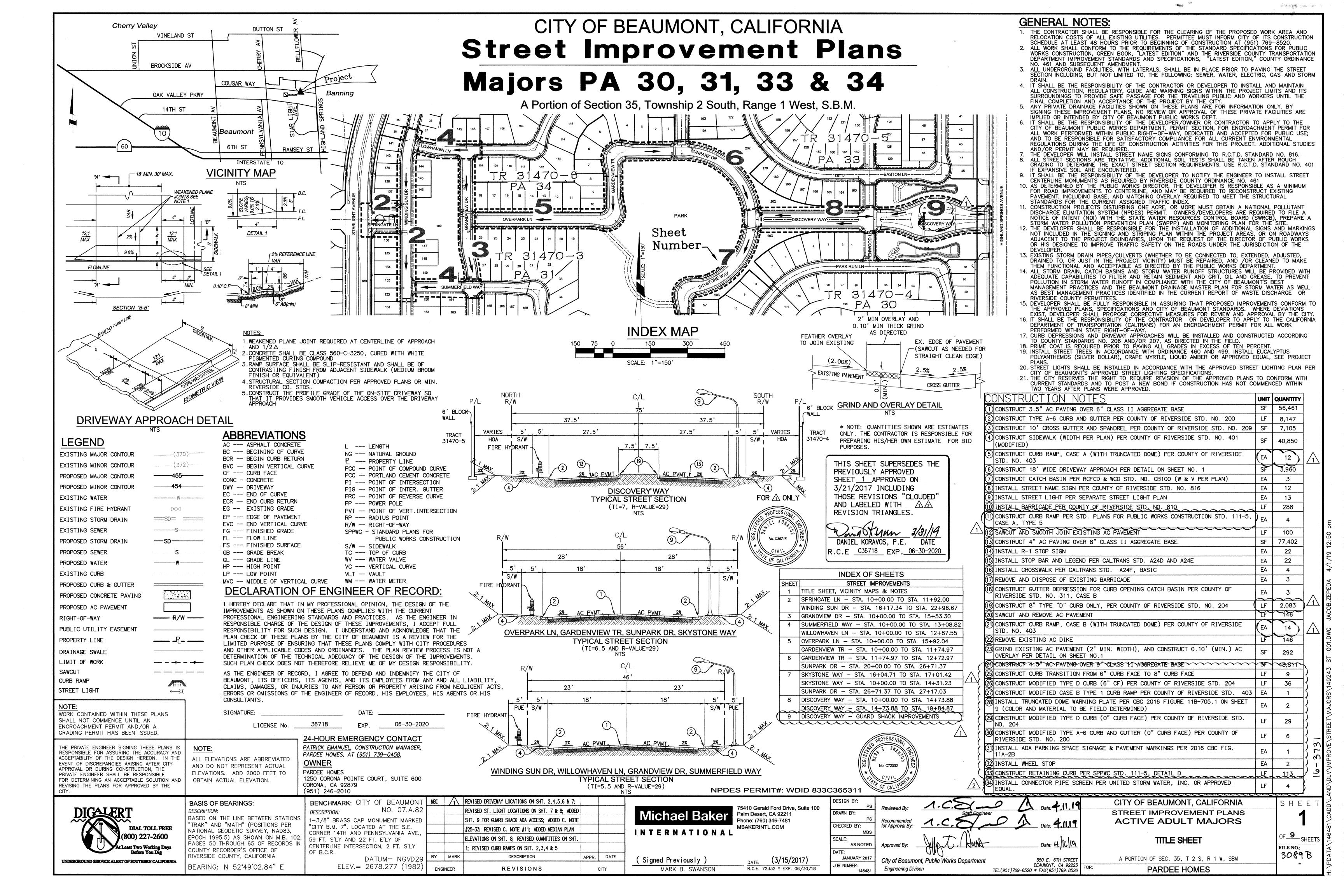
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

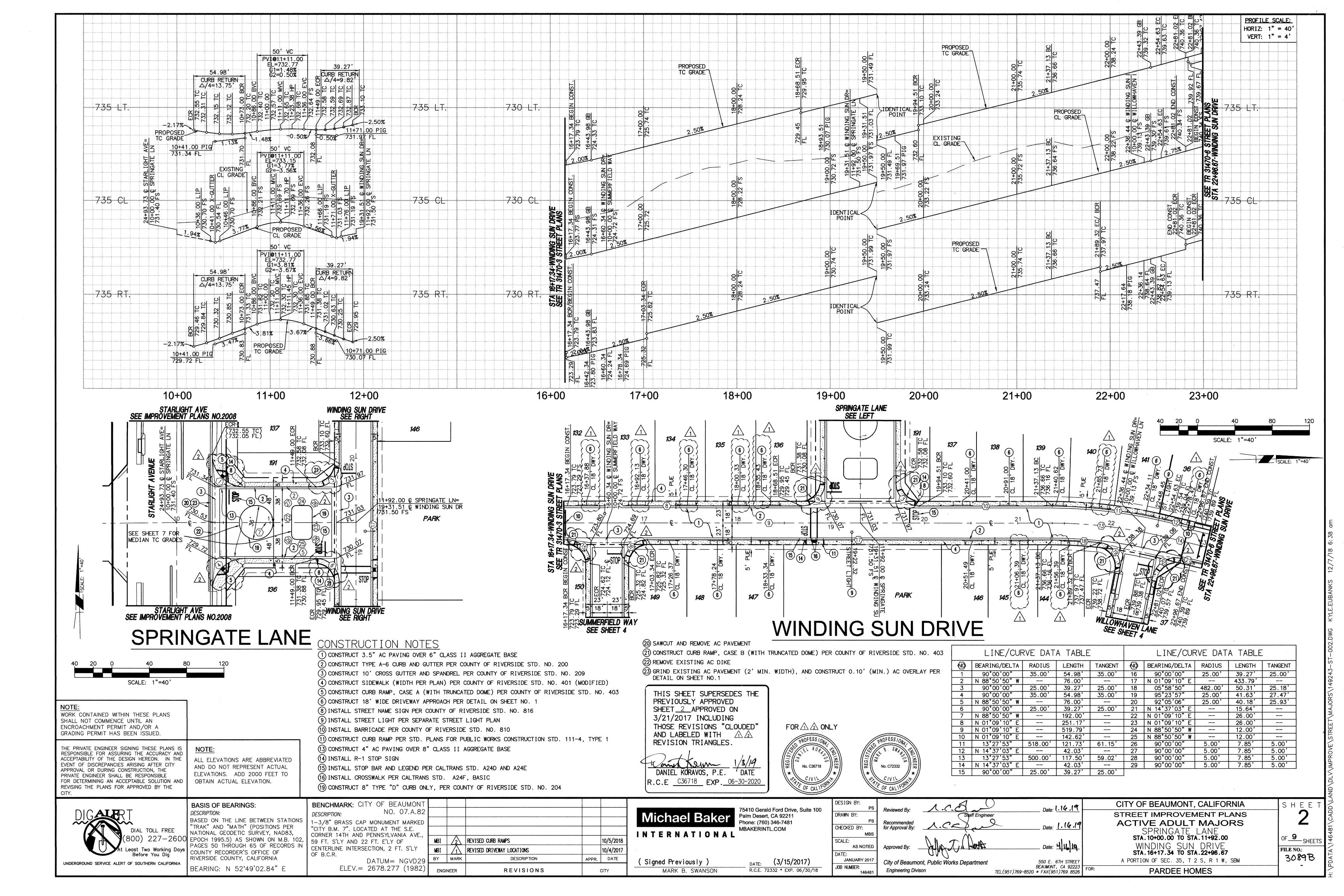
A notary public or other officer completing this ce document to which this certificate is attached, and	rtificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.			
State of California)			
County of Riverside	_)			
	Ana E. Chavez Perez, Notary Public ,			
Date	Here Insert Name and Title of the Officer			
personally appeared	Jeff Chambers			
Name(s) of Signer(s)				
subscribed to the within instrument and ack	tory evidence to be the person(s) whose name(s) is/sign nowledged to me that he/she/threy executed the same in by his/HXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
CAL CF	WITNESS my hand and official seal.			
ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2107702 RIVERSIDE COUNTY My Comm. Exp. April 19, 2019	Signature of Notary Public			
Place Notary Seal Above Though this section is optional, completing fraudulent reattachment o	OPTIONAL this information can deter alteration of the document or fine this form to an unintended document.			
Description of Attached Document				
Title or Type of Document:				
	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:			
Signer's Name: Corporate Officer — Title(s):	Corporate Officer — Title(s):			
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General			
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator			
☐ Trustee ☐ Guardian or Conservato				
Signer Is Representing:				

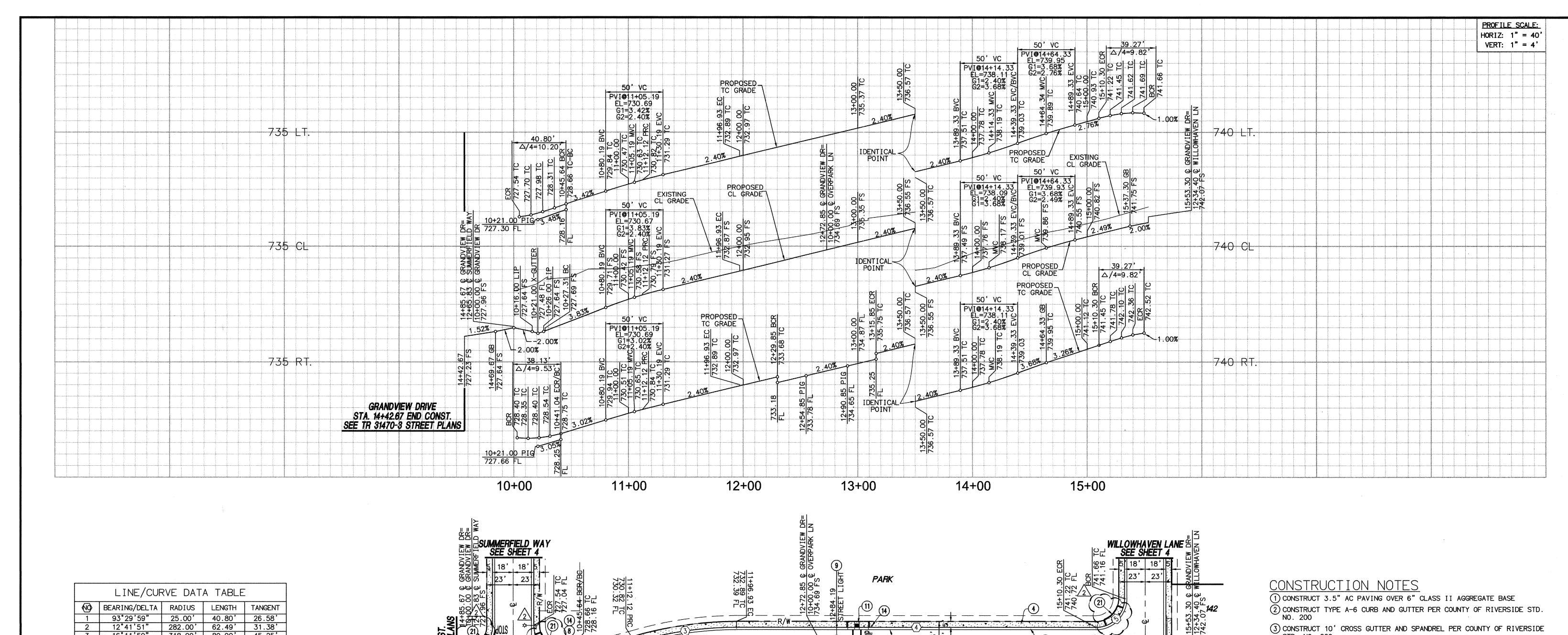
©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

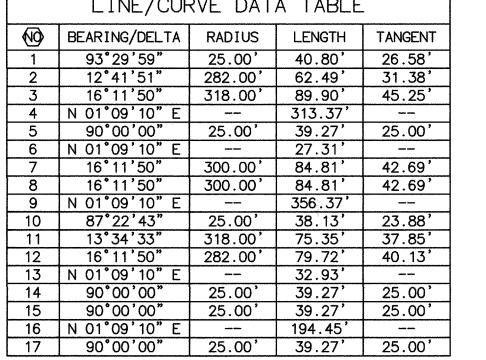
CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET

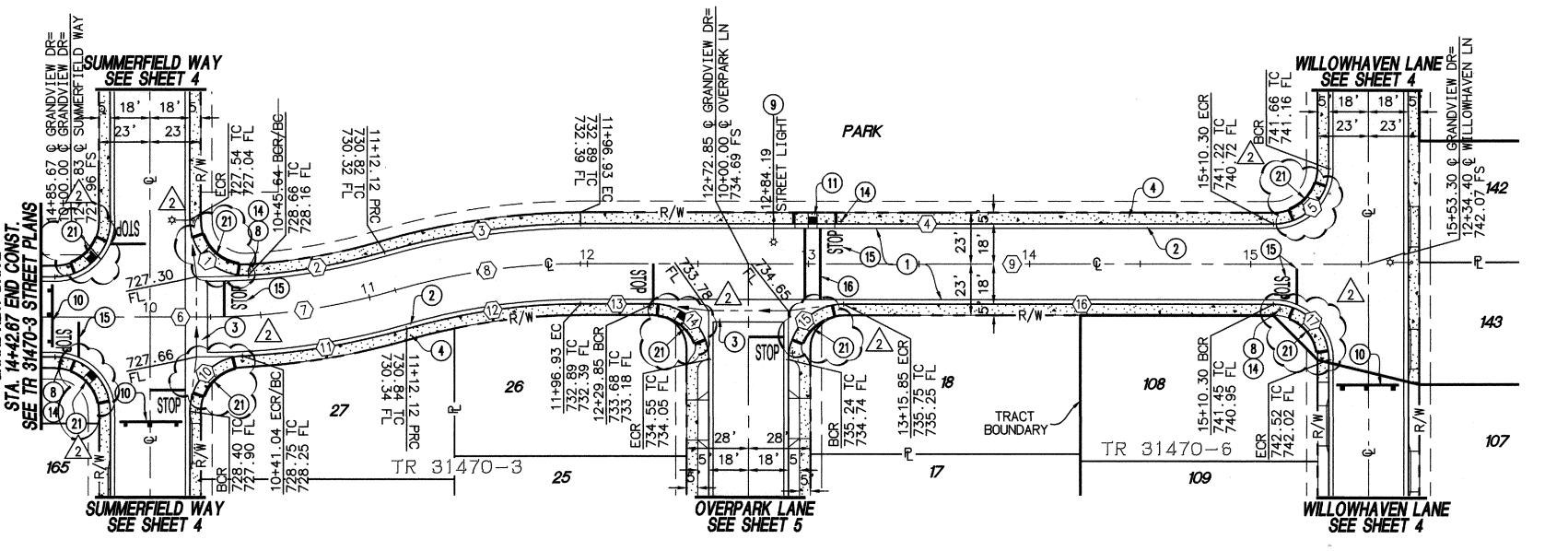
Sundance North-Tract 31470-3, 31470-4, 31470-5, & 31470-6 () ATE:	
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1000	
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41	34 121.02
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DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS	
Toylore Co. T. Co. T. C.	
70498015.1520.31060 instruction items and their quantities as shown on attached sheets are accurate for the improvements required	
construct the above project and the mathematical extensions using City's unit costs are accurate for	CESSIO.
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ermining bonding, plan check and inspection costs.	3. SWANO COM
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nstruction items and their quantities as shown on attached sheets are accurate for the improvements required construct the above project and the mathematical extensions using City's unit costs are accurate for ermining bonding, plan check and inspection costs. Overall Ov	res 6-30-18
3-20-17 Expi	res — / 🖈
	. / / ///
pheer's Signature Date	CIVIL
Mark Swanson	OF CALIFORNI
me typed or printed Civil I:	ingineer's Stamp
FORM STINIT COSTS REVISED 0006	
FORM \$ UNIT COSTS REVISED 09/06	
*****PLEASE READ INSTRUCTIONS BELOW*****	
*****PLEASE READ INSTRUCTIONS BELOW***** Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont"	
*****PLEASE READ INSTRUCTIONS BELOW*****	
*****PLEASE READ INSTRUCTIONS BELOW***** Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".	
*****PLEASE READ INSTRUCTIONS BELOW***** Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont"	
******PLEASE READ INSTRUCTIONS BELOW***** Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet". Show Bond Amounts to the nearest \$500.	
***** PLEASE READ INSTRUCTIONS BELOW***** Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet". Show Bond Amounts to the nearest \$500. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer	
******PLEASE READ INSTRUCTIONS BELOW***** Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet". Show Bond Amounts to the nearest \$500.	





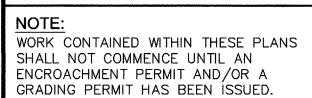






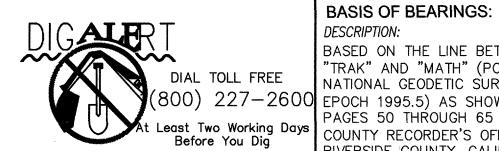
- STD. NO. 209
- (4) CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO. 401 (MODIFIED)
- (8) INSTALL STREET NAME SIGN PER COUNTY OF RIVERSIDE STD. NO. 816
- (9) INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN (10) INSTALL BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
- (11) CONSTRUCT CURB RAMP PER STD. PLANS FOR PUBLIC WORKS CONSTRUCTION STD. 111-5, CASE A, TYPE 5
- (14) INSTALL R-1 STOP SIGN
- (15) INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A24D AND A24E
- (16) INSTALL CROSSWALK PER CALTRANS SID. A24F, BASIC (21) CONSTRUCT CURB RAMP, CASE B (WITH TRUNCATED DOME) PER COUNTY OF RIVERSIDE STD. NO. 403

GRANDVIEW DRIVE



THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE

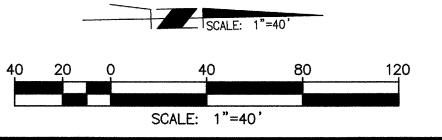
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, 59 FT. S'LY AND 22 FT. E'LY OF AGES 50 THROUGH 65 OF RECORDS IN CENTERLINE INTERSECTION, 2 FT. S'LY COUNTY RECORDER'S OFFICE OF OF B.C.R. RIVERSIDE COUNTY, CALIFORNIA

BEARING: N 52°49'02.84" E



NO. 07.A.82

DATUM= NGVD29

ELEV.= 2678.277 (1982)

BENCHMARK: CITY OF BEAUMON

1-3/8" BRASS CAP MONUMENT MARKED

CORNER 14TH AND PENNSYLVANIA AVE.,

"CITY B.M. 7". LOCATED AT THE S.E.

DESCRIPTION:

MBI | /2 | REVISED CURB RAMPS FROM RIV. STD. CASE A TO CASE B |

REVISIONS

THOSE REVISIONS "CLOUDED" AND LABELED WITH 🛕 REVISION TRIANGLES. DANIEL KORAVOS, P.E. DATE R.C.E <u>C36718</u> EXP. <u>06-30-2020</u>

THIS SHEET SUPERSEDES THE

PREVIOUSLY APPROVED SHEET 3 APPROVED ON 3/21/2017 INCLUDING



DESIGN BY:

DRAWN BY:

CHECKED BY:

JOB NUMBER:

SCALE:







APPR. DATE

chael Baker	75410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211 Phone: (760) 346-7481
ERNATIONAL	MBAKERINTL.COM

Signed Previously)	DATE:	(3/15	5/2017)
MARK B. SWANSON	R.C.E.	72332 * EX	P. 06/30/1

2	
SIGN BY: PS Reviewed By: Date: 1.16.19	
AWN BY:	
ECKED BY: MBS Recommended for Approval By: Date: 1.16.19	
ALE: AS NOTED Approved By: Date: 4 Golden	
TE: JANUARY 2017 City of Beaumont, Public Works Department 550 E. 6TH STREET	
	FOR

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
ACTIVE ADULT MAJORS

GRANDVIEW DRIVE STA.10+00.00 TO STA.15+53.30 A PORTION OF SEC. 35, T 2 S, R 1 W, SBM

PARDEE HOMES

OF 9 SHEETS FILE NO.: 3089B

